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ADDENDA

LETTER OF AGREEMENT

1. **Introduction.** This agreement authorizes representatives of the Puget Sound Naval Shipyard; the Naval Station Bremerton; the Fleet and Industrial Supply Center, Puget Sound; the Naval Base Bangor; the Commander, Navy Region Northwest; and the Intermediate Maintenance Facility, Northwest Region at Bangor, to place orders for commercial items under the Federal Supply Class(es) (FSCs) listed on page one (1) herein up to \$25,000 utilizing the Government-wide Commercial Purchase Card.
2. **Scope.** This letter of agreement authorizes the U.S. Navy activities listed in the paragraph above to place oral and electronic orders for commercial items under the listed FSCs via Government purchase card usage. The Government agrees to place oral orders or electronic orders via utilization of the contractor's electronic web-site. This agreement does not obligate the Government to purchase items from the contractor. This Letter of Agreement (LOA) shall be in effect for the period from **Date of Issue through 17 August 2000.**
3. **Pricing.** The prices to the Government for all acquisitions made under this agreement shall be as low as, or lower than, those charged the supplier's most favored customer for comparable quantities under similar terms and conditions in addition to any discounts for prompt payment. **The contractor will utilize its established retail/catalog prices less _____% (contractor fill-in) Government discount when providing quotes to authorized personnel.**
4. **Extent of Obligation.** The Government is not obligated to place any calls under this Letter of Agreement. The Government is obligated only to the extent that Government Purchase Card holders place calls against the LOA.
5. **Delivery Provisions.** The items to be furnished under this letter of agreement shall be delivered within 48 hours after the date of each order placed, except that when the needs of the Government permit, orders may provide a longer time for delivery. Place of delivery may be at any of several Puget Sound area Naval activities, or it may be arranged as a Government pick-up at the contractor's location. The Warranted Government purchase card holder placing the call and the contractor shall agree upon delivery FOB terms at the time each call is placed. Clauses 52.247-34, "F.O.B. Destination"; 52.247-29, "F.O.B. Origin"; 52.247-32, "F.O.B. Origin, Freight Prepaid"; and 52.247-65, "F.O.B. Origin, Prepaid Freight – Small Package Shipments" are incorporated in full by reference. When freight is prepaid, the following provisions shall apply:

Shipping point of origin is (City, State). The Contractor shall retain receipt freight bills for three years after final payment when requested by the Government.

Contractor shall provide an estimate of transportation costs and shipping weight when delivery terms are F.O.B. shipping point for each call.

Proof of Delivery. If United Parcel Service (UPS) or Federal Express services are used for transportation, each package must have a unique package identification number. The Government will not consider the manifest as proof of delivery unless each package can be uniquely identified. Acceptance will occur only after the Government can verify actual receipt of the contract items – packaged, marked and labeled as required elsewhere in this contract.

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6. **Packaging and Marking.** Commercial items shall be packaged and marked in accordance with the Contractor's standard practice unless the authorized caller agent indicates special packaging and marking(s) are required. The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) for packing is prohibited.
7. **Vendor Selection.** All LOA holders will be evaluated in terms of price and non-price related factors. The non-price related factors may include quality, service history, timeliness, and availability. These factors along with price will be used to make the award decision. The requirements will be considered competed when the ordering officer calls three (3) LOA holders to obtain price and non-price related information or reviews the available price and non-price related information of (3) LOA holders available at the LOA holder websites.
8. **Issuing Orders Under the LOA.** Orders issued under this LOA SHALL ONLY be made by Warranted Government Purchase Cardholders at the Naval activities listed herein.
9. **Purchase Limitation.** No call placed under this agreement shall exceed \$25,000.
10. **Fill-or-Kill, No Substitutions.** Only the items specifically identified on an authorized call may be accepted under this LOA. If an item identified on an authorized call is not available within 7 calendar days of a call, that line item is "killed"; no substitutions are acceptable.
11. **Delivery Tickets.** All shipment/pick-ups under this agreement shall be accompanied by delivery tickets or sales slips, in triplicate, which shall contain the following minimum information:
 - a. Name of Supplier;
 - b. LOA number;
 - c. Date of call;
 - d. Call Number;
 - e. Itemized list of supplies furnished;
 - f. Quantity, unit price and extension of each item less applicable discounts (unit prices and extension need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information);
 - g. Date of delivery, shipment or pick-up. Upon pick-up (or delivery) the receiving activity will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or supplier's agent. One of these copies may subsequently be required to support the invoice.; and
 - h. Signature of the individual that picked-up/accepted the material.
12. **Invoices.** The contractor agrees to submit an invoice with charge slip for each delivery and provide a monthly account statement. This statement will be used to assist in the reconciliation of each individual activity's purchase card account.

The Monthly Account Statement must include:

1. The individual delivery ticket numbers
2. Each call number placed under the LOA
3. Amounts, and
4. Total amounts due (each invoice will be supported by a receipt copy of each delivery ticket).

Invoices shall be submitted to: EACH INDIVIDUAL NAVAL ACTIVITY AUTHORIZED TO PLACE ORDERS UNDER THIS LOA

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13. **All or None Awards per Call.** Due to the administrative burden of multiple awards per call, the Government reserves the right to award each call on an "all or none" basis to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified may be determined to be unacceptable.

14. **Incorporation of Clauses.**

TEXT OF FAR/DFARS CLAUSES INCORPORATED IN FULL

52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (AUG 1998)

Incorporated in full by reference.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 1999) — ALTERNATE I (OCT 1998) AND ALTERNATE III (JAN 1999)

(a) **Definitions.** As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and*
- (2) Whose management and daily business operations are controlled by one or more women.*

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **Taxpayer Identification Number (TIN)** (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **Taxpayer Identification Number (TIN).**

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

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(4) Type of Organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
Name _____
TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it () is a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

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(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

Number of Employees

☐ 50 or fewer
☐ 51 - 100
☐ 101 - 250
☐ 251 - 500
☐ 501 - 750
☐ 751 - 1,000
☐ Over 1,000

Average Annual Gross Revenues

☐ \$1 million or less
☐ \$1,000,001 - \$2 million
☐ \$2,000,001 - \$3.5 million
☐ \$3,500,001 - \$5 million
☐ \$5,000,001 - \$10 million
☐ \$10,000,001 - \$17 million
☐ Over \$17 million

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) () Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.]

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

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(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate.

Not Applicable to this Letter of Agreement

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program.

Not Applicable to this Letter of Agreement

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. DUNS:_____

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 1999)

Incorporated in full by reference.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ____(4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ____(ii) Alternate I to 52.219-5.
- ____(iii) Alternate II to 52.219-5.
- ____(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
- ____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C.637(d)(4)).
- ____(7) 52.219-14, Limitations on Subcontracting(15 U.S.C.637(a)(14))
- ____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns ____% (Pub.L.103-355, section 7102,and 10 U.S.C.2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____(ii)____Alternate I of 52.219-23. ____%

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- ____ (9) 52.219-25, Small Disadvantaged Business Participation Program -Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting ____% (Pub.L.103-355, section 7102, and 10 U.S.C. 2323)
- ____ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ____ (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- ____ (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C.10,19 U.S.C.2501-2582).
- ____ (18) [Reserved]
- ____ (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- ____ (20) 52.225-19, European Union Sanction for Services (E.O.12849).
- ____ (21)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub.L.103-187).
- ____ (ii) Alternate I of 52.225-21.
- ____ (22) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (31 U.S.C. 3332).
- ____ (23) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (31 U.S.C. 3332).
- ____ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ____ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ____ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ____ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)(29 U.S.C.206 and 41 U.S.C.351, et seq.)
- ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a),(b),(c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 1999)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- X 252.204-7004 Required Central Contractor Registration **Contractors may obtain information of registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>**
- 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan(DoD Contracts)(15 U.S.C. 637).
- X 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (___Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C 3301 note).
- X 252.225-7012 Preference for Certain Domestic Commodities.
- X 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- X 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- X 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
- 252.225-7021 Trade Agreements (___Alternate I)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (___Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

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252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

APPLIED TO LOA'S INDIVIDUAL PURCHASE CARD ORDERS:

252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 1991)

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item No.

Country of Origin

_____ (List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item No.

Country of Origin (If known)

252.225-7035 BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)

(a) Definitions. "Domestic end product," "foreign end product", "NAFTA country end product" and "qualifying country end product" have the meanings given in the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications.

(1) The offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item no.)

(Insert country of origin)

(ii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)

(Insert country of origin)

(iii) The Offeror certifies that the following supplies are other foreign end products:

(Insert line item no.)

(Insert country of origin)